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Republic of Italy  
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Embassy of the United States of America

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA

Republic of Italy  
Province of Florence  
City of Florence  
Consulate General of the  
United States of America

SS

Before me, FRANCESCA MASÌ, NOTARIZING OFFICER (Vice) Consul of  
the United States of America at, FLORENCE duly commissioned and qualified, personally  
appeared RICCARDO GOTTER

who, being duly sworn, says as follows:

1) My name is RICCARDO GOTTER and

I reside at TRENTO (ITALY) - CORSO TRE NOVEMBRE, 112

2) I was born at TRENTO (ITALY) on NOVEMBER 26, 1964

3) As Beneficial owner of 1,113,950 At Home Corporation common stocks class A cusip 045919107, I underwriter GOTTER RICCARDO, - other to declare that I haven't received until now any cash and values and/or securities as recovery from the beginning of At Home Corporation Chapter 11 and Chapter 7 procedures case n.01-32495 - do the following demands:

a) for first thing I demand if I'm a register claimant in equity class 7 - pursuant the sentence of Judge Thomas E. Carlson dated May 2, 2008 (attached A) and after the email of my attorney Stephen Corvin Becker (attached B) which declared to me in August 2010 that I'm an allowed claimant shareholder of At Home Corporation - and then I'd like to know for how many shares I'm considered as an allowed claimant equity holder;

b) to have from At Home Bondholders' Liquidating Trust a balance sheet and a statement showing the cash flow and values and recoveries (example: \$400 ml settlement agreement with AT&T, \$80 ml settlement agreement with Comcast and Cox, \$18 ml received from GUCLT, settlement agreement with Google Inc, etc.) arising from his activity - as the kind of statement issued by At Home General Unsecured Creditors' Liquidating Trust GUCLT for his activity, like exposed in the attached C - considering that the same Trust (BHLT) now is managing all the assets and activities of defunct At Home Corporation also on behalf of and in favour of equity security holders (see attached D);

c) to terminate I declare that every substitution of my person in all the declarations, statements, settlements, agreements, etc. about this matters is illegal and there is no reason because I appoint and charge another person to substitute me, and therefore I do my declarations and my statements in person by u.s. embassy/consulate and then sent as original/copy both by post and both by email.

And further affiant saith not

Riccardo Gotter  
(Signature of Affiant)

Subscribed and sworn to before me this 30th day of July 2019



Francesca Masi  
(Vice) Consul of the United States of America

002.DOC/10/09

Francesca Masi  
Notarizing Officer

**RE: In re At Home Corporation, Debtor**  
**Case No. 01-32495**

**To:** Clerk of the Court  
U.S. Bankruptcy Court Northern  
District of California  
P.O. Box 7341  
San Francisco, CA 94120-7341  
235 Pine Street, 19<sup>th</sup> Floor  
San Francisco, CA 94104

**Cc:** At Home Corporation  
c/o Omni Management Group  
16501 Ventura Blvd.  
Suite 440  
Encino, CA 91436-2068

**Cc:** At Home Corporation  
900 East Hamilton Avenue  
Suite 100  
Campbell, CA 95008

**Cc: Co-Counsel to Bondholders**  
**Liquidating Trust**  
Maxim B. Litvak (CA Bar No. 215852)  
John W. Lucas (CA Bar No. 271038)  
PACHULSKI STANG ZIEHL & JONES LLP  
150 California Street, 15<sup>th</sup> Floor  
San Francisco, California 94111

**Cc: Co-Counsel to Bondholders**  
**Liquidating Trust**  
Richard W. Slack  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, NY 10153-0119

**Cc: Counsel for Official Committee of**  
**Equity Security Holders**  
Stephen C. Becker, Esq.  
Becker Law Office  
Robert Dollar Building  
311 California Street, Suite 330  
San Francisco, CA 94104-2625

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

30 LUG 2019

Print Name: \_\_\_\_\_

RICCARDO GOTTER

[illegible][illegible]





SUZZANNE UHLAND (S.B. 136852)  
KAREN RINEHART (S.B. 185996)  
JENNIFER TAYLOR (S.B. 241191)  
O'MELVENY & MYERS LLP  
400 South Hope Street  
Los Angeles, CA 90071-2899  
Telephone: (213) 430-6000  
Facsimile: (213) 430-6407

Signed and Filed: May 02, 2008

  
THOMAS E. CARLSON  
U.S. Bankruptcy Judge

Attorneys for the At Home Liquidating Trust, successor  
in interest to At Home Corporation, et al., Debtors and  
Debtors in Possession

UNITED STATES BANKRUPTCY COURT FOR  
THE NORTHERN DISTRICT OF CALIFORNIA  
San Francisco Division

In re

AT HOME CORPORATION,  
a Delaware corporation, et al.,  
Debtors.

Case No. 01-32495-TC

Chapter 11

**ORDER GRANTING (1) OBJECTION TO  
CLAIM OF RICCARDO GOTTER AND (2)  
MOTION FOR ORDER DISALLOWING  
CLAIM OF RICCARDO GOTTER**

(Jointly Administered)

Hearing Held:

Date: April 25, 2008

Time: 9:30 a.m.

Court: Courtroom 23

The Hon. Thomas E. Carlson

1           Upon the (1) Objection to Claim of Riccardo Gotter, (2) Motion For Order  
2 Disallowing and Expunging the Claim (the "Motion")<sup>1</sup> filed by the At Home Liquidating  
3 Trust ("AHLT"), successor in interest to At Home Corporation ("At Home") and certain  
4 of its affiliated entities (together with At Home, the "Debtors"), as debtors and debtors in  
5 possession in the above-captioned chapter 11 cases (the "Cases"), with this Court on  
6 March 10, 2008 seeking entry of an order disallowing the Claim of Riccardo Gotter,  
7 designated by the official claims and noticing agent in the Cases as Claim Number 1429,  
8 as amended by, inter alia, supplemental correspondence including letters filed on February  
9 27, 2008 [Docket No. 4857] and February 29, 2008 [Docket No. 4858] (the "Claim"),  
10 filed against the Debtors, as provided in the Objection, (3) Declaration and Opposition of  
11 Gotter Riccardo in Response to Objection by the At Home Liquidating Trust to  
12 Allowance of his Interest Claim and the declarations filed in support thereof, (4) the  
13 AHLT's Reply to Opposition of Riccardo Gotter to Objection to Claim and the  
14 declarations filed in support thereof and (5) The At Home General Unsecured Creditors'  
15 Liquidating Trust's Joinder to the At Home Liquidating Trust's Motion and Objection to  
16 Claim of Riccardo Gotter:

17           NOW, THEREFORE, based upon all of the evidence proffered or adduced;  
18 the memoranda and objections, if any, filed in connection with the Objection and  
19 appearances as noted in the record; and the Court having determined that the relief  
20 requested in the Objection is in the best interests of the Debtors, their estates, their  
21 creditors and other parties in interest; and upon the entire record of these cases; and after  
22 due deliberation thereon; and good cause appearing therefor:

23           **IT IS HEREBY FOUND, CONCLUDED AND DECLARED:**<sup>2</sup>

24           A.     The Court has jurisdiction over this matter and over the property of  
25 the Debtors and their respective bankruptcy estates pursuant to 28 U.S.C. §§ 157(a) and  
26

27           <sup>1</sup> Terms not defined herein are defined in the Objection.

<sup>2</sup> Pursuant to Federal Rule of Bankruptcy Procedure 7052, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact as appropriate.

1 1334;

2 B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B) and  
3 (K). Venue of these chapter 11 cases and the Objection in this district is proper under 28  
4 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are  
5 Sections 102(1), 105(a), 501 and 502(b) of the Bankruptcy Code and Rules 3003 and 3007  
6 of the Federal Rules of Bankruptcy Procedure.

7 C. Good and sufficient notice of the Objection has been given, in  
8 accordance with Bankruptcy Local Rule 9014-1 of the United States Bankruptcy Court for  
9 the Northern District of California, and notice is in compliance with the Federal Rules of  
10 Bankruptcy Procedure and the local rules of procedure of this Court. Such parties in  
11 interest have been afforded a reasonable opportunity to object to or to be heard regarding  
12 the relief requested in the Objection, and no other or further notice is necessary to grant  
13 the relief herein.

14 **IT IS HEREBY ORDERED:**

15 1. The Objection is GRANTED with respect to the Claim described in  
16 the Motion.

17 2. The Claim is disallowed with prejudice.

18 3. Claimant Riccardo Gotter shall be construed as having asserted a  
19 Proof of Interest.

20 4. The Court will suspend all proceedings with respect to the validity or  
21 amount of such Proof of Interest unless and until such time that there are sufficient funds  
22 (the "Class 7 Surplus") in the Cases to permit a distribution to Class 7 (Stock Interests,  
23 Option Interests, Warrant Interests and Interest Related Claims) pursuant to the Debtors'  
24 Joint Chapter 11 Plan of Liquidation Dated as of May 1, 2002 (June 18, 2002  
25 Modification) approved by the Bankruptcy Court on August 15, 2002 and effective on  
26 September 30, 2002.

27 5. Pending the establishment of any such Class 7 Surplus, all motions  
for approval of a compromise or settlement pursuant to Federal Rule of Bankruptcy

O'MELVENY & MYERS LLP  
ATTORNEYS AT LAW  
LOS ANGELES

1 Procedure 9019, and all motions pertaining to the disposition of the AHLT's remaining  
2 assets shall be served upon Stephen C. Becker, Esq., on behalf of the Official Committee  
3 of Equity Security Holders.

4 6. Nothing in the notice of the Objection, the Objection, or the  
5 accompanying exhibits constitutes a waiver of the rights of the Debtors and their  
6 successors in interest to assert any claims, counterclaims, rights of offset or recoupment,  
7 preference actions, fraudulent-transfer actions, or any other bankruptcy or nonbankruptcy  
8 claims against the claimants whose claims are the subject of the Objection.

9 7. The AHLT is authorized to direct Omni Management Group, LLC,  
10 the official claims agent in the Debtors' cases, to amend the Official Claims Register  
11 consistent with this Order.

12 Approved as to form:

13 May 1, 2008

14 Date

/s/ Karen Rinehart

Karen Rinehart

Jennifer Taylor

O'MELVENY & MYERS LLP

Counsel for the At Home

Liquidating Trust

15 May 1, 2008

16 Date

/s/ Rebecca U. Litteneker

Rebecca U. Litteneker

McNUTT LAW GROUP LLP

Counsel for the Official Committee of  
General Unsecured Creditors

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\*END OF ORDER\*

A)

COURT SERVICE LIST

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Karen Rinehart  
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Los Angeles, California 90071-2899

Stephen Becker  
Becker Law Office  
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San Francisco, California 94104-2625

Rebecca Litteneker  
McNutt Law Group LLP  
188 The Embarcadero, Suite 800  
San Francisco, California 94105

O'MELVENY & MYERS LLP  
ATTORNEYS AT LAW  
LOS ANGELES



stephen C. Becker" <scbecker@beckersfo.com>  
"Riccardo Gotter" <riccardo.gotter@poste.it>, "Riccardo Gotter" <ricgot1@libero.it>, "Riccardo Gotter"  
<riccardo.gotter@certemail.it>, "Riccardo Gotter" <riccardo.gotter@poste.it>

Data giovedì 12 agosto 2010 - 00:45

**PRIVILEGED ATTORNEY-CLIENT COMMUNICATION re At Home Corporation (7454-001)**

Dear Sig. Gotter: This will respond to your message of August 10th.

I have advised you repeatedly, and you continue to ignore, that your claim as a shareholder of the common stock of At Home Corporation has been allowed by order of the bankruptcy court and furthermore that, pursuant to the terms of the court-confirmed plan of reorganization for At Home Corporation, you are entitled to a pro rata distribution of whatever assets remain after all creditors and equity security holders with rights senior to yours have been paid in full, which may include interest as well as principal. I have further advised you that it does not appear as though there are now, nor will there ever be, sufficient cash or cash-equivalent assets to allow any distribution to be made to shareholders. For some reason, you either ignore or refuse to accept these facts.

I advised you of these facts over two years ago, yet you persist in asking me to do the impossible. There does not appear to be anything further that I can do for you, and; in addition, when you ask me to oppose the pending motion to close administration of the bankruptcy case, you ask me to adopt a position that is not well-founded in either the law or the facts. An attorney is not permitted to take such a course of action, and, for that reason, I am unable to prepare the opposition that you request. If you believe that other counsel might be able or willing to do so, then you should retain other counsel for that purpose. Frankly, I do not believe that any reputable and ethical attorney would, after review of the facts, be willing to do as you ask.

In order that there be no misunderstanding, I must make another comment. Our firm was retained by the Official Committee of Equity Security Holders, of which class you are a member, for one purpose and one purpose only, and that was to oppose the bondholders' committee's motion for approval of a compromise of claims that the bankruptcy estate asserted against Cox and Comcast, which compromise the bondholders' committee had negotiated with Cox and Comcast. As you will recall, the equity security holders' committee fought long and hard to oppose the negotiated compromise, but the court ruled against the equity security holders' position. Later, when we represented you, the court allowed your interest as a shareholder. That is all the relief that you could ever hope to obtain. There is one other point that I must bring to your attention. You have repeatedly sent copies to Patricia Cutler, who is one of the attorneys for the United States Trustee, of messages that you addressed to me. I have admonished you more than once not to do so because this jeopardizes, and in fact may have waived, the privileged status of any communications that I direct to you. I cannot, and will not, accept a situation when you persist in disclosing to third persons communications with me that must remain confidential.

I deeply regret that I am not able to do what you ask. Given the fact that you seem to ignore completely everything that I say to you, there is nothing further that I am able to do for you. I wish you the best of luck in what I am certain you believe is a meritorious quest for justice. Regards, SCB

Stephen C. Becker  
<scbecker@beckersfo.com>  
Becker Law Office  
Mailing Address: P. O. Box 192991, San Francisco, California 94119-2991  
(415) 434-8000 & (408) 264-3109  
(415) 434-4618 & (408) 264-3172 (direct)  
(415) 362-7411 & (408) 264-3791 (facsimile)  
(415) 559-9814 (mobile)

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From: Riccardo Gotter [mailto:riccardo.gotter@poste.it]  
Sent: Tuesday, August 10, 2010 5:27 AM  
To: scbecker@beckersfo.com

Case: 01-32495

Doc# 5545

Filed: 08/08/19

34

Entered: 08/20/19 13:22:51

Page 9 of

Priority: High

B)

A morning doctor lawyer Stephen Corvin Becker,

I'm writing you to say that for my opinion it's time to obtain the allowance of my interest claim to the Bankruptcy Court of San Francisco before the approval of the decree of closing of the bankruptcy case 32495; and therefore, as lawyer of Class 7 equity security holders for the former At Home Corporation shareholders, I demand to you to do an opposition to the proposal decree of closing case proposed from At Home Liquidating Trust. I'm going to explaining the reasons.

At the moment, after my analysis, all the creditors would result paid and the intellectual properties that remain after the payment of Unsecured Creditors (the last class that must be paid after the Bondholders and before the equity holders) can be utilized for the satisfaction of the interest claims of the Class 7 equity holders.

To participate to the final liquidation my interest claim must be allowed (at least as allowed owner and legal holder of 1,113,950 At Home Corp' shares) because after the closing case all the remaining assets will be transferred to the "At Home Bondholders Liquidating Trust" which (as approved in December 2009) will become the only entity to represent and to manage the "At Home Estate" and will function (like established also in August 2002) as Debtor in Possession for the satisfaction and the settlement of Class 5, Class 6 and Class 7 claims. Therefore for my settlement I need now to have a quote (an allowed interest claim) to participate then to the final liquidation.

About the question of the total payment of creditors and the residual assets to divide between the former At Home Corp equity security holders now I'm exposing information more detailed and it's possible to do the following basis consideration.

In September 2002 at the effective date of the liquidation plan the total assets were \$ 435.240 million dollars and the total debts to pay were \$ 991.461 million dollars of which \$ 981.093 liabilities subject to compromise.

At the same date in September 2002 the "At Home Liquidating Trust" received \$ 107.721 million dollars of cash and equivalents and short term investments to pay administrative, priority and secured claims. A part of the other assets - after the assignment of \$ 107.721 million dollars to the "At Home Liquidating Trust" - for the amount of \$ 115.986 million dollars (equal to 120/269 of residual cash and equivalents and short term investments) was assigned to the At Home Unsecured Creditor Liquidating Trust (as his report that I've attached here), and an other part (the 149/269 of residual cash and equivalents and short term investments) for the amount of \$ 144.849 Million Dollars was given to the At Home Bondholders Liquidating Trust. Therefore, in this manner, an amount of about 66.684 million dollars remained as residual assets not distributed.

Therefore as the report of September 2002 (the last before the beginning of liquidation procedure, that I've attached too) the total assets were \$ 435.240 million dollars and only \$ 368.556 million dollars were distributed to the "At Home liquidating Trust" to the "At Home Bondholders Liquidating Trust" and to the "At Home Unsecured Creditors Liquidating Trust": the residual assets not distributed would amount at about \$ 66.684 million dollars (without the inclusion of the cash the At Home Liquidating Trust receives every quarterly as revenues from the remaining assets).

The At Home Unsecured Creditor Liquidating Trust has paid \$ 114.652 million dollars (at the net of \$ 60 million dollars of legal fees!) to the unsecured creditors, satisfying about 90% of the unsecured creditors claims of allowed amount of 119.438 million dollars, and in this way he has closed the payments that, for the liquidation plan, he had to do; and then the GUCLT made also a payment of a residual difference of about \$ 18 million dollars to the "At Home Bondholders Liquidating Trust".

The "At Home Bondholders Liquidating Trust" received \$ 144.849 million dollars at the beginning of the liquidation plan (as a part of cash and equivalents and short term investments), \$ 400 million dollars in June 2005 from the settlement of law action against AT&T, \$ 80 million dollars in December 2007 as settlement of the law action Comcast Corp and Cox Communications and further \$ 18 million dollars as the above payment from the "At Home Unsecured Creditors Liquidating Trust": the total money received and recovered by the "At Home Bondholders Liquidating Trust" was of about \$ 643 million dollars and therefore after a maximal valuation of Bonds and Convertible Notes of \$ 748.372 million dollars (as stayed in the report of September 2001 when the Chapter 11 began) - but it's necessary to remember that also the bonds

less than \$ 747 million dollars - at the maximum \$ 104 million dollars would remain to pay to bondholders. B)

consideration of about \$ 67 million dollars as residual assets and the difference between the amount of 224 million dollars (\$ 116 + 108 million dollars) assigned to the "At Home Unsecured Creditors Liquidating Trust" and to the "At Home Liquidating Trust" and the amount paid until now from these two entities (\$ 186 million dollars), then about further \$ 38 million dollars would remain in cash that, with the addition of about \$ 67 million dollars as residual assets (not at all distributed), would bring the total residual assets to \$ 105 million dollars, that's enough to pay eventually the Bondholders and therefore all the creditors..

It's very important also to remember that in all the stayed consolidated balance sheets there aren't never the interests in Excite Japan joint venture and Excite UK joint venture, which - as declared in several reports - are always excluded from the consolidated balance sheets because it's not possible to exercise their controlling vote. These interests - together some other interests in portfolio received from the sale of some business unit assets (from November 2001 until April 2002) - and their periodic royalties would be a further residual value in the total assets that aren't included in the consolidated reports, and which must be distributed to the equity security holders.

To finish my analysis it's necessary to consider that the assets of intellectual properties and the interests are valued in all the reports (after the beginning of Chapter 11 procedure and before the beginning of liquidation plan) at a minimum price - other the exclusion of Excite Japan and Excite UK joint ventures - and however without the legal activity of the At Home Unsecured Creditors Liquidating Trust and of the At Home Liquidating Trust (and after their closing by the Bondholders Liquidating Trust) to pursue the "intellectual property" rights and to maximize the value of the assets in portfolio, and which actions are confirmed also in the resolution of the assets transfer from AHLT and from GUCLT to the Bondholder Liquidating Trust (see docket entry n. 5155 e 5156 of Bankruptcy case 32495).

I'm going to attend, for the above reasons, some law action by your law firm as attorney of Class 7 equity holders and also my lawyer in the Bankruptcy case 32495 at the Court of San Francisco.

An other thing that I demand to you is to have the reports of the legal activity with the relative transactions and the consolidated financial statements of the total management both of the "At Home Liquidating Trust" and of the "At Home Unsecured Creditor Liquidating Trust" (before their closing) and of the "At Home Bondholders Liquidating Trust", that's my right because all the three entities do the function of Debtor in Possession (obviously for their part of competence), also for the former At Home Corp' shareholders, during the liquidation of At Home Estate, as established in the relative liquidation plan.

Thank you very much.

Sincerely.

Trento (Italy), 10<sup>th</sup> August 2010

Riccardo Gotter

My addresses:

Gotter Riccardo

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Telephone: +(39)0461-916241 e +£39)0461-811269

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Allegato(i)

smime.p7s (5 Kb)

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2 SCOTT H. McNUTT (CSBN 104696)  
3 188 The Embarcadero, Suite 800  
4 San Francisco, California 94105  
5 Telephone: (415) 995-8475  
6 Facsimile: (415) 995-8487

7 Attorneys for Hank M. Spacone,  
8 Trustee of the At Home General  
9 Unsecured Creditors Liquidating Trust  
10

11 UNITED STATES BANKRUPTCY COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN FRANCISCO DIVISION

14 In re

15 AT HOME CORPORATION,

16 Debtor.  
17  
18  
19

Case No. 01-32495-TC

Chapter 11

**TRADE TRUSTEE'S MOTION FOR  
ORDER APPROVING TRUST CLOSING**

Hearing

Date: July 27, 2009

Time: 9:30 a.m.

Location: U.S. Bankruptcy Court

Courtroom 23

235 Pine Street

San Francisco, California

Judge: Hon. Thomas E. Carlson

20 **I. Introduction**

21 The Trade Trust has distributed 90 cents on the dollar to its constituency and would now  
22 like to close. In the Trade Trustee's business judgment, there remain no further assets justifying  
23 administration, other than the distribution from the At Home Liquidating Trust (the "AHLT") to  
24 which the Trade Trust is entitled. The Trade Trustee sees no impediment to an immediate  
25 distribution from the AHLT of the Trade Trust's pro rata share of AHLT assets. In the Trade  
26 Trustee's business judgment, once the AHLT distribution is received the Trade Trustee can  
27 determine whether a final distribution is warranted and, if so, start the administrative process of  
28 making that distribution. The Trade Trustee has satisfied all requirements of the Trust Agreement

TRADE TRUSTEE'S MOTION  
FOR ORDER APPROVING TRUST CLOSING



1 creating the Trade Trust, including all financial reporting requirements. The Trade Trustee wants  
2 to close as soon as practicable and preferably before year end, so as to avoid additional  
3 unnecessary expenses associated with remaining open in 2010.

4 **II. Jurisdiction**

5 Jurisdiction of this Motion is proper under 28 U.S.C. § 1334 and this Court's ORDER  
6 PURSUANT TO 11 U.S.C. § 1129 CONFIRMING THE DEBTORS' JOINT CHAPTER 11 PLAN OF  
7 LIQUIDATION DATED AS OF MAY 1, 2002 (AS MODIFIED JUNE 18, 2002) ("Confirmation Order" and  
8 the "Plan", as circumstances warrant), which Plan incorporates by reference a certain settlement  
9 agreement (the "Settlement Agreement") that is the basis of the Plan. The Plan provides that this  
10 Court retain exclusive jurisdiction over administration of this bankruptcy proceeding. *See*, Plan  
11 Art. 12(A).

12 **III. Supervisory Board**

13 The Supervisory Board was a key component of the unsecured creditors' committee  
14 objective that the administration of the Trade Trust would be run on a business model, including  
15 timetables and objectives. The Supervisory Board includes representatives from two of the three  
16 largest unsecured creditors. The Supervisory Board has retained the same membership over the  
17 seven years of Trade Trust administration. The Supervisory Board meets regularly and works  
18 closely with the Trade Trustee and worked closely with his predecessor. All significant Trade  
19 Trustee initiatives, including this motion, implement Board resolutions made in the reasonable  
20 exercise of the Board's business judgment.

21 **IV. Factual Background**

22 The Court is familiar with the background of this case. Specific factual issues are set forth  
23 below as needed. Filed together with this Motion is the DECLARATION OF HANK M. SPACONE IN  
24 SUPPORT OF TRADE TRUSTEE'S MOTION FOR ORDER APPROVING TRUST CLOSING ("Spacone  
25 Decl."). Attached to the Spacone Decl. are (i) the At Home General Unsecured Creditor  
26 Liquidating Trust Agreement ("Trust Agreement"), (ii) the Reviewed Financial Statements as  
27 required under the Trust Agreement and distributed to all creditors for Calendar Years 2002, 2003,  
28 2004, 2005, 2006, 2007 & 2008, and (iii) a sources-and-uses of cash report prepared by the Trade

1 Trustee. The Trade Trustee respectfully submits that these documents factually support the relief  
2 requested in this Motion.

3 **V. The Trade Trust Should Wind Down, Close & Terminate As Provided For In the**  
4 **Trust Agreement**

5 [The Trustee shall] "not unduly prolong the duration of the liquidating trust. . . . The  
6 Liquidating Trustee shall exercise reasonable business judgment in liquidating the Trust  
7 Assets. . . . Except as expressly set forth [in the Trust Agreement] or as determined by the  
8 Supervisory Board, the Liquidating Trustee shall have the right to pursue or not to pursue any and  
9 all claims, rights or Rights of Action, as he determines in good faith are in the best interests of the  
10 Liquidating Trust Interests and consistent with the purposes of the Liquidating Trust." *See*, Trust  
11 Agreement at Para. 4.2. The Trade Trustee's decisions are protected by exculpation and  
12 indemnification provisions only limited to the extent the Trade Trustee commits willful  
13 misconduct, gross negligence or fraud. *See*, Trust Agreement at Para. 4.3.

14 The Trade Trustee has exercised his reasonable business judgment and determined that the  
15 Trade Trust should be closed and terminated. The Trust Agreement provides that the Trade Trust  
16 terminates upon the earlier of "the liquidation, administration and distribution of the Trust Assets  
17 in accordance with the terms of this Trust Agreement and the Plan, and the full performance of all  
18 other duties and functions set forth herein or in the Plan" or the end of the Trust's term, as  
19 extended. Although the Trade Trustee has previously obtained an order from this Court extending  
20 the Trade Trust's term through 2010, the full reach of that extension may no longer be necessary.  
21 That extension was sought when the Trade Trustee anticipated administering the IP Assets;  
22 subsequent appellate decisions, discussed further below, have led the Trade Trustee and the Board  
23 to conclude that the IP Assets should not be administered.

24 If the Trade Trust were to receive its share of the AHLT assets tomorrow, the process of  
25 completing the "liquidation, administration and distribution," would nonetheless take several  
26 months. The AHLT funds will complete "liquidation," and the Trade Trustee has determined that  
27 any further "administration" of assets is unlikely to justify further cost. However, if the Trade  
28 Trustee, in his discretion, determines that a final distribution is appropriate, the process of making

1 that distribution will take most of the rest of the year.

2       Once the distribution is complete, closure and termination take additional time. Reviewed  
3 financial statements must be obtained and final tax returns must be prepared and filed. The Trade  
4 Trustee would like to have all these tasks done by year end so that the substantial administrative  
5 cost of operating in 2010 can be avoided.

6 **VI. The AHLT Must Pay the Trade Trust Its Money**

7       The Trade Trust's interest in the AHLT is the Trade Trust's most significant remaining  
8 asset. Under the Plan, the AHLT holds 45% of its assets for the benefit of the Trade Trust. The  
9 AHLT is a fiduciary to the Trade Trust. By this Motion, the Trade Trust asks the AHLT to cease  
10 any activity on behalf of the Trade Trust and to promptly distribute to the Trade Trust its share of  
11 the AHLT's assets.

12 **VII. The Trade Trustee Declines to Further Administer the IP Assets**

13       The Trade Trust previously asked this Court to extend the term of its trust to enable it to  
14 administer certain intellectual property assets ("IP Assets") that had been divided between the  
15 Trade Trust, the Bondholder Liquidating Trust ("BHLT") and the AHLT. Thereafter, two Federal  
16 Appellate Court decisions were rendered which suggest that the Trade Trust cannot realize value  
17 from the IP Assets. Those two rulings, *Morrow v. Microsoft Corp.*, 499 F.3d 1332 (Fed. Cir.  
18 2007) and *Spacone v. Williamson*, 2007 U.S. App. LEXIS 28435 (9<sup>th</sup> Cir. Dec. 6, 2007), have  
19 effectively foreclosed the Trade Trust's ability to enforce any part of At Home's IP rights.

20       The Trade Trustee believes further effort to realize value from IP Assets is not warranted.  
21 Previously, when the Trade Trustee sought to close the Trade Trust, the Court and BHLT were not  
22 supportive, in large measure because they thought the Trade Trust should attempt to realize value  
23 from the IP Assets. The Trade Trust attempted to do so, and the result has been exclusively  
24 negative. The Trade Trustee and the Board are of the opinion that further effort will simply  
25 increase the Trade Trust's cost of administration with little likelihood of recovery.

26       The Trade Trustee's decision is based on experience and sound business judgment. During  
27 the long course of the Trade Trust's administration, the greatest economic failure has been the  
28 inability to realize any value from the IP Assets. The Trade Trustee's efforts to realize value from

1 the IP Assets have consumed the largest amount of legal fees and costs devoted to any of the  
2 Trade Trust's efforts, have caused the Trade Trust to remain open for three years longer than  
3 necessary, and have imposed a huge administrative cost on the Trade Trust. Upon his  
4 appointment as successor trustee, Mr. Spacone negotiated the conversion of some legal services  
5 related to IP matters from fee-based to contingency-based compensation, transferring to his law  
6 firms a significant portion of the loss. While this effort to mitigate the loss was constructive,  
7 ceasing the effort to realize value from the IP Assets would have been – and is now – a much  
8 better approach.

9 **VIII. The Trade Trustee Has Fully And Completely Satisfied The Financial Reporting**  
10 **Requirements Under The Trust Agreement**

11 The Trust Agreement requires the Trade Trustee deliver extensive annual financial  
12 reporting. Trust Agreement, Para. 3.8(g). Since inception, the Trade Trustee has annually  
13 engaged an independent accounting firm to produce reviewed financial statements. These are  
14 annually distributed to nearly 850 creditors. Grant Thornton LLP has provided reviewed financial  
15 statements for Calendar Years 2002, 2003, 2004, 2005, 2006, 2007 & 2008. *See*, Spacone Decl.  
16 Exhibit B. In order to provide the Court useful data in a familiar form, the Trade Trustee has also  
17 prepared a sources-and-uses accounting along the lines of a Trustee's Final Account. *See*,  
18 Spacone Decl., Exhibit C. The following narrative is based on these two documents.

19 Before and after confirmation, the Supervisory Board created by the Trade Trust  
20 documents worked with counsel to identify appropriate candidates to serve as trustee. An  
21 ambitious and aggressive program to administer the Trade Trust's assets and liabilities required an  
22 experienced and motivated trustee. The Supervisory Board's objective was to disburse as much  
23 money as possible to legitimate creditors in as short a time as possible. The Supervisory Board  
24 was also acutely aware that the longer a legal process takes, the more it costs.

25 At confirmation, claims against the Trade Trust were about 4,000 in number and  
26 \$841,141,315 in amount. Three years later, claims were 1,000 in number and \$119,438,715 in  
27 amount. Through vigorous and effective efforts, the Trade Trustee and his professionals reduced  
28



1 claims 79% by number and 86% by amount, resulting in a substantially greater distribution on  
2 allowed claims.

3 In order to distribute money quickly, procedures were developed to match, reconcile and  
4 evaluate claims in order to allow, disallow or compromise as quickly as possible. Maintaining  
5 large reserves for disputed claims, as a practical matter, made significant distributions impossible.  
6 Invalid and overstated claims both delayed distributing money to creditors and pushed down the  
7 distribution percentage. Hence speed and accuracy were equally important.

8 The other means to increase distributions was to obtain additional funds through litigation  
9 and settlement to defray the cost of administration and to supply additional money to distribute.

10 Within six months of Plan confirmation, the Trade Trust was aggressively prosecuting  
11 dozens of adversary proceedings seeking affirmative recoveries, hundreds of preferences and  
12 many hundreds of claim objections. All these actions were resolved within three years.

13 The Trustee, accounting support, and principal legal support were incentivized to move the  
14 process as quickly as possible. In most cases, incentive payments were driven by two factors: how  
15 much money was distributed and how quickly that distribution was made.

16 Nine months after Plan confirmation, the Trade Trust made its first distribution, amounting  
17 to a 50% dividend on all allowed claims. Eight months later, a second distribution was made,  
18 bringing the percentage distribution to 80%. A third distribution was made a year later, bringing  
19 the total distributed to 90% within three years of Plan confirmation.

20 At confirmation, the estate was funded with about \$119 million. These funds were  
21 ultimately augmented by about \$75 million in additional funds recovered post-confirmation – in  
22 total about \$194 million.

23 Costs of administration have totaled about \$60 million, or 31% of total funds. The Trade  
24 Trust has distributed \$133 million to creditors and the BHLT. (The Trade Trust's unremitting  
25 focus on consistent standards for claim evaluation and allowance produced an \$18 million  
26 distribution to the BHLT.) Of the \$60 million in total administrative costs, about \$40 million were  
27 legal fees. About half of the legal fees were based upon contingency fees or other forms of  
28 incentive-based compensation. Similarly, of the \$20 million in non-legal administrative fees,

1 about half were incentive driven. The foregoing does not include over \$2 million dollars in fees  
2 and expenses incurred by firms for matters where the incentive was not reached. These fees and  
3 expenses were absorbed by the firms involved. Of nearly one thousand matters addressed, all  
4 have been resolved. As noted, the exception is the IP Assets, and it is the Trade Trustee's and  
5 Board's business judgment that there should be no further efforts to realize value from them.

6 **IX. Conclusion**

7 The Trade Trustee respectfully asks this Court enter an order:

- 8 1) Requiring the AHLT promptly to pay to the Trade Trust the funds it holds for the  
9 Trade Trust's benefit;
- 10 2) Determining that the Trade Trust may promptly close as provided for in the Trust  
11 Agreement; and
- 12 3) Determining that the Board and the Trade Trustee have satisfied their duties under  
13 the Trust Agreement.

14  
15 Dated: July 1, 2009

McNUTT LAW GROUP LLP

16  
17 By: /s/ Scott H. McNutt

Scott H. McNutt

18 Attorneys for Hank M. Spacone,  
19 Trustee of the At Home General Unsecured Creditors  
20 Liquidating Trust  
21  
22  
23  
24  
25  
26  
27  
28

**At Home General Unsecured Creditor's Liquidating Trust**  
**Cash Flow Statement**  
**As of March 31, 2009**

**Sources of Cash**

Beginning Cash	\$ 118,778,976
Admin. Income	
Investment Income	\$ 3,958,438
Interest Income	\$ 335,359
Other Income (1)	\$ 70,696,705
Total Admin. Income	<u>\$ 74,990,502</u>
Admin Exp A/P	\$ 871,220
<b>Total Sources of Cash</b>	<u><b>\$ 75,861,722</b></u>
<b>Total Cash</b>	<b>\$ 194,640,698</b>

**Uses of Cash**

Admin. Expenses		<b>As % of Total Cash</b>
Bank Service Charges	\$ 2,519	
Insurance	\$ 1,028,135	
Patent Acquisition	\$ 10,000	
Accounting/Trustee	\$ 4,502,237	
Performance/Milestones	\$ 25,811,087	
Professional Fees (2)	\$ 29,010,976	
Travel & Entertainment	\$ 56,269	
Sub Total Admin. Expenses	<u>\$ 60,421,223</u>	<b>31.04%</b>
Trade Claims Payments		
Bondholders	\$ 18,371,483	
Settlements	\$ 6,543,139	
Convenience Class Payout	\$ 419,897	
Distribution - CCR 1st	\$ 56,740,046	
Distribution - CCR 2nd	\$ 37,485,900	
Distribution - CCR 3rd	\$ 13,453,538	
Sub Total	<u>\$ 133,014,003</u>	<b>68.34%</b>
<b>Totals</b>	<u><b>\$ 193,435,226</b></u>	

**Net Use of Cash** **\$ (117,573,504)**

Beginning Cash	\$ 118,778,976
Net Activity thru 03/31	<u>\$ (117,573,504)</u>
Total Cash on Hand	<u><b>\$ 1,205,472</b></u> (3)

Accrued Liabilities (not in Q-Books) (4)	\$ (38,362)
Bondholder Reserve	\$ -
Insurance Deductible Reserve	\$ (250,000)

**Net Cash (Accrual Basis)**

**\$ 917,111**

Note (1) See Other Income for detail

(2) See Professional Fees for detail

(3) Agrees to General Ledger - as of March 31, 2009

(4) See Accr\_Unpaid Fees for detail



**At Home General Unsecured Creditor's Liquidating Trust**  
**Cash Flow Statement**  
**As of March 31, 2009**

**Sources of Cash**

Beginning Cash	\$ 118,778,976
Admin. Income	
Investment Income	\$ 3,958,437
Interest Income	\$ 335,359
Other Income (1)	\$ 70,696,705
Total Admin. Income	<u>\$ 74,990,502</u>
Admin Exp A/P	\$ 871,220
<b>Total Sources of Cash</b>	<u><b>\$ 75,861,722</b></u>
<b>Total Cash</b>	<b>\$ 194,640,698</b>

**Uses of Cash**

		<b>As % of Total Cash</b>
Admin. Expenses		
Bank Service Charges	\$ 2,519	
Insurance	\$ 1,028,135	
Patent Acquisition	\$ 10,000	
FAMA Management	\$ 13,480,542	
Mark Holtzman	\$ 1,453,500	
Julie Parikh	\$ 1,422,503	
Lucy Lu	\$ 1,331,000	
Hank Spacone, Trustee	\$ 329,062	
The Henry Group	\$ 275,000	
McNutt & Litteneker	\$ 27,179,455	
PCRS	\$ 861,169	
Other Legal Bonuses	\$ 182,500	
Bialson, Bergen & Schwab	\$ 1,264,841	
Gray Cary/DLA Piper	\$ 412,177	
Grant Thornton	\$ 347,724	
Greenberg Clusker	\$ 279,244	
McKenna Long & Aldridge	\$ 25,062	
Nixon Peabody	\$ 8,996,340	
Robert Berger/Omni	\$ 233,365	
St James Law, PC	\$ 163,029	
Winston & Strawn	\$ 188,744	
Other Professional Fees	\$ 899,046	
Travel & Entertainment	\$ 56,269	
Sub Total Admin. Expenses	<u>\$ 60,421,222</u>	<b>31.04%</b>
Trade Claims Payments		
Bondholders	\$ 18,371,483	
Settlements	\$ 6,543,139	
Convenience Class Payout	\$ 419,897	

Distribution - CCR 1st	\$ 56,740,046
Distribution - CCR 2nd	\$ 37,485,900
Distribution - CCR 3rd	\$ 13,453,538
Sub Total	<u>\$ 133,014,003</u>

68.34%

<b>Totals</b>	<u><b>\$ 193,435,225</b></u>
---------------	------------------------------

<b>Net Use of Cash</b>	<u><b>\$ (117,573,503)</b></u>
------------------------	--------------------------------

<b>Beginning Cash</b>	<b>\$ 118,778,976</b>
<b>Net Activity thru 03/31</b>	<b>\$ (117,573,503)</b>
<b>Total Cash on Hand</b>	<b>\$ 1,205,473 (3)</b>

Accrued Liabilities (not in Q-Books) (4)	\$ (38,361)
Bondholder Reserve	\$ -
Insurance Deductible Reserve	\$ (250,000)

<b>Net Cash (Accrual Basis)</b>	<u><b>\$ 917,112</b></u>
---------------------------------	--------------------------

Note (1) See Other Income for detail

(2) See Professional Fees for detail

(3) Agrees to General Ledger - as of March 31, 2009

(4) See Accr\_Unpaid Fees for detail

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Trust Reconciliations as of 03-31-09.xls

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Signed and Filed: December 18, 2009

  
THOMAS E. CARLSON  
U.S. Bankruptcy Judge

Attorneys for the At Home Liquidating Trust, successor in  
interest to At Home Corporation, et al., Debtors and Debtors  
in Possession

UNITED STATES BANKRUPTCY COURT FOR  
THE NORTHERN DISTRICT OF CALIFORNIA  
San Francisco Division

In re

AT HOME CORPORATION,  
a Delaware corporation, et al.,  
Debtors.

Case No. 01-32495-TC

Chapter 11

(Jointly Administered)

Hearing Date:

Date: December 18, 2009  
Time: 11:00 a.m. PST  
Place: 235 Pine Street, 23rd Floor  
San Francisco, California  
Judge: Hon. Thomas E. Carlson

**ORDER GRANTING THE AT HOME LIQUIDATING TRUST'S MOTION FOR ORDER  
APPROVING (A) SETTLEMENT AMONG THE AT HOME LIQUIDATING TRUST,  
THE BONDHOLDERS' LIQUIDATING TRUST AND THE AT HOME GENERAL  
UNSECURED CREDITORS' LIQUIDATING TRUST, (B) AGREEMENT AMENDMENT  
AMONG THE AT HOME LIQUIDATING TRUST, THE BONDHOLDERS'  
LIQUIDATING TRUST, THE AT HOME GENERAL UNSECURED CREDITORS'  
LIQUIDATING TRUST AND SHAW CABLESYSTEMS G.P. AND (C) TRANSFER OF  
INTELLECTUAL PROPERTY ASSETS OF THE AT HOME LIQUIDATING TRUST  
AND THE AT HOME GENERAL UNSECURED CREDITORS' LIQUIDATING TRUST  
TO THE BONDHOLDERS' LIQUIDATING TRUST  
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES.**

(Shaw Cablesystems G.P., McNutt Law Group LLP, Nixon Peabody LLP)

ORDER GRANTING MOTION FOR ORDER  
APPROVING SETTLEMENT

SF1:781727.7

1                   Upon the Motion for Order Approving (A) Settlement Among the At Home  
2 Liquidating Trust, the Bondholders' Liquidating Trust (the "BHLT") and the At Home General  
3 Unsecured Creditors' Liquidating Trust (the "GUCLT"), (B) Agreement Amendment Among the  
4 AHLT, BHLT, GUCLT and Shaw Cablesystems G.P. ("Shaw") and (C) Transfer of Intellectual  
5 Property Assets of the AHLT and the GUCLT to the BHLT Free and Clear of Liens, Claims,  
6 Interests and Encumbrances (the "Motion")<sup>1</sup> filed by the At Home Liquidating Trust ("AHLT"  
7 and, together with the BHLT and the GUCLT, the "Trusts"), successor in interest to At Home  
8 Corporation ("At Home") and certain of its affiliated entities (together with At Home, the  
9 "Debtors"), as debtors and debtors in possession in the above-captioned chapter 11 cases, with  
10 this Court on November 20, 2009 seeking entry of an order approving the Settlement Agreement  
11 entered into by and among the AHLT, the BHLT and the GUCLT, the Shaw Amendment entered  
12 into by and among the AHLT, the BHLT, the GUCLT and Shaw, and approving the transfer of  
13 the intellectual property of the AHLT and the GUCLT to the BHLT free and clear of all liens,  
14 claims, and encumbrances (other than the license rights expressly set forth in the Shaw  
15 Amendment).

16                   NOW, THEREFORE, based upon all of the evidence proffered or adduced; the  
17 memoranda and objections, if any, filed in connection with the Motion; the arguments and  
18 evidence offered at the hearing on the Motion conducted on December 18, 2009; and the Court  
19 having determined that the relief requested in the Motion is in the best interests of the AHLT, the  
20 estates, the creditors and other parties in interest; and upon the entire record of these cases; and  
21 after due deliberation thereon; and good cause appearing therefor;

22                   IT IS HEREBY FOUND, CONCLUDED AND DECLARED THAT:<sup>2</sup>

23                   A.     The Court has jurisdiction over this matter and over the property of the  
24 AHLT and the bankruptcy estates pursuant to 28 U.S.C. §§ 157 and 1334;

25  
26  
27 <sup>1</sup> Capitalized terms used but not defined herein shall have the meaning given to such terms in the  
Motion.

28 <sup>2</sup> Pursuant to Federal Rule of Bankruptcy Procedure 7052, findings of fact shall be construed as  
conclusions of law and conclusions of law shall be construed as findings of fact as appropriate.



1 B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of  
2 these chapter 11 cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.  
3 The statutory predicates for the relief requested herein are Bankruptcy Code sections 105, 363  
4 and 1146, Bankruptcy Rules 6004 and 9019(a) of the Federal Rules of Bankruptcy Procedure, and  
5 Bankruptcy Local Rules 6004-1 and 9014-1

6 C. Good and sufficient notice of the Motion has been given, in accordance  
7 with Bankruptcy Local Rule 9014-1 of the United States Bankruptcy Court for the Northern  
8 District of California, and notice is in compliance with the Federal Rules of Bankruptcy  
9 Procedure and the local rules of procedure of this Court. Such parties in interest, including: (i)  
10 the Office of the United States Trustee for the Northern District of California, (ii) all parties  
11 known to the AHLT to have or assert liens in the assets to be transferred pursuant to the  
12 Settlement, (iii) counsel for any statutory committees appointed in these cases, have been  
13 afforded a reasonable opportunity to object to or to be heard regarding the relief requested in the  
14 Motion, and no other or further notice is necessary to grant the relief herein.

15 D. The releases provided for in this Order and the Settlement do not affect  
16 claims held by beneficiaries of a Trust against professionals, trustees, fiduciaries employed by or  
17 Supervisory Board members of *that* Trust.

18 E. The proposed transfer of the Intellectual Property contemplated in the  
19 Settlement and the mutual releases in the Settlement and the Shaw Amendment reflect the  
20 exercise at this time of the Trusts' sound business judgment and a proper exercise of the Trusts'  
21 fiduciary duties.

22 F. Approval at this time of the relief requested in the Motion, including  
23 without limitation the transfer of the Intellectual Property to the BHLT and execution of the  
24 Settlement and the Shaw Amendment, is in the best interests of the Trusts, their creditors, their  
25 estates, and other parties in interest.

26 G. The proposed transfer of the Intellectual Property was negotiated,  
27 proposed, and entered into by the parties at this time without collusion, in good faith, and from  
28 arm's-length bargaining positions. The BHLT is a buyer in good faith under section 363(m) of

1 the Bankruptcy Code and, as such, is entitled to the protections afforded thereby. Neither the  
2 AHLT nor any other party to the Settlement or documents related thereto has engaged in any  
3 conduct that would cause or permit the Settlement and the transactions contemplated thereby to  
4 be avoided under section 363(n) of the Bankruptcy Code.

5 H. The transfer of the Intellectual Property to the BHLT pursuant to the  
6 Settlement (a) is or will be legal, valid, and effective transfers of property of the AHLT and the  
7 GUCLT to the BHLT, and (b) except as expressly provided in the Settlement, vests or will vest  
8 the BHLT with the AHLT's and the GUCLT's right, title, and interest in the Intellectual Property  
9 free and clear of Liens and Claims (as hereinafter defined) (other than the license rights expressly  
10 set forth in the Shaw Amendment).

11 I. The AHLT and the GUCLT may transfer the Intellectual Property to the  
12 BHLT pursuant to the Settlement free and clear of Liens and Claims as provided for in this Order  
13 because, under the circumstances, one or more of the standards set forth in section 363(f)(1)-(5)  
14 of the Bankruptcy Code has been satisfied, because (a) the holders of such Liens and Claims have  
15 consented to such transfer; and/or (b) such holders could be compelled in a legal or equitable  
16 proceeding to accept a money satisfaction of such Liens and Claims.

17 J. The proposed transfer of the Intellectual Property to the BHLT is in  
18 furtherance of a plan of liquidation. The transfers pursuant to the Settlement are not subject to  
19 taxation under any federal, state, local, municipal, or other law imposing or purporting to impose  
20 a stamp, transfer, recording, sale, or any other similar tax on any of the AHLT's transfers or sales  
21 of real estate, personal property, or other assets owned by it in accordance with sections 1146(c)  
22 and 105(a) of the Bankruptcy Code.

23 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

- 24 1. The Motion is GRANTED in all respects.
- 25 2. All objections to the Motion or the relief requested therein that have not  
26 been withdrawn, waived, mooted or settled, and all reservations of rights not incorporated in this  
27 Order, are overruled on the merits.
- 28

1                   3.     The Settlement Agreement by and among the AHLT, the BHLT and the  
2     GUCLT is approved in all respects.

3                   4.     The Shaw Amendment by and among the AHLT, the BHLT, the GUCLT  
4     and Shaw is approved in all respects.

5                   5.     Pursuant to section 363(b) of the Bankruptcy Code, each of the Trusts is  
6     hereby authorized and empowered on the closing of the Settlement to fully perform under,  
7     consummate, and implement the Settlement, together with all additional instruments and  
8     documents that may be reasonably necessary or desirable to implement the Settlement and the  
9     transactions contemplated thereby, and to take all further actions as may be reasonably necessary  
10    for the purpose of assigning, transferring, granting, conveying, and conferring to the BHLT, or  
11    reducing to possession, any or all of the AHLT's and the GUCLT's rights that are contemplated  
12    to be transferred pursuant to the Settlement, or as may be necessary or appropriate to the  
13    performance of the Settlement.

14                  6.     Pursuant to the terms of the Settlement, the obligations of the Trusts under  
15    the Settlement are subject to the prior satisfaction of the following conditions unless waived by  
16    written consent of each of the Trusts as to conditions (a), (f) and (g) and by the BHLT with  
17    respect to the remaining conditions:

18                  (a)    This Order shall have been entered and be unstayed.

19                  (b)    At least five business days before the Closing Date, the GUCLT shall have  
20    provided to the AHLT and the BHLT a schedule of the GUCLT Transferred Assets, such  
21    schedule to contain all assets with an identifiable value (other than intangible litigation rights) for  
22    all assets other than the GUCLT Retained Assets (as hereinafter defined) (the "GUCLT  
23    Transferred Assets Schedule"). This schedule shall not include any of the claims reserved under  
24    Paragraph (D), above, which are specifically excluded from any assets to be transferred or  
25    released by the GUCLT.

26                  (c)    At least five business days before the Closing Date, the GUCLT shall have  
27    provided to the AHLT and BHLT a schedule of the GUCLT Retained Assets, such schedule to  
28    contain all assets with an identifiable value that the GUCLT is retaining (the "GUCLT Retained

Assets Schedule”), provided that the GUCLT Transferred Assets will be all GUCLT assets other than GUCLT Retained Assets (as hereinafter defined) regardless of whether those assets appear on the GUCLT Retained Assets Schedule. Whether or not included in the schedule of GUCLT Retained Assets, the claims reserved in Paragraph (D), above, are excluded from any assets to be transferred or released by the GUCLT.

(d) The GUCLT shall have provided to the AHLT and the BHLT a schedule containing true and correct information to the best of the GUCLT’s knowledge of all parties that may assert a lien, encumbrance or interest in or on the GUCLT Transferred Assets.

(e) The Trusts and Shaw shall have entered into the Shaw Amendment, which shall become effective concurrently with the effectiveness of this Settlement Agreement.

(f) The AHLT shall have prepared and delivered to the other Parties for execution at least five business days before the Closing Date, and the Parties shall have executed and delivered to the BHLT, such assignments, instruments, waivers, quitclaims and other documents as may be necessary to effect the transfer of the Intellectual Property, as set forth in paragraphs 2(a), 4, 9 and 10 of the Settlement, to the BHLT.

(g) The Closing Date shall have occurred no later than January 31, 2010.

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, all of the AHLT’s and the GUCLT’s right, title and interest in the assets to be transferred to the BHLT shall vest the BHLT with all the right, title and interest of the Debtors and their successors in interest (whether the AHLT, the BHLT, or the GUCLT) to such transferred assets free and clear of any and all liens (including, without limitation, mechanics’, materialmen’s and other consensual and non-consensual liens and statutory liens), security interests, encumbrances and claims (as defined in section 101(5) of the Bankruptcy Code), reclamation claims, mortgages, pledges, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, rights of first refusal, contracts, offsets, recoupment, rights of recovery, judgments, orders, claims for reimbursements, contribution, indemnity or exoneration, in each case whether secured or unsecured, choate, or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or

1 disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured,  
2 material or non-material, disputed or undisputed, or known or unknown, whether arising prior to,  
3 on, or subsequent to the date the Debtors filed for relief in this Court, whether imposed by  
4 agreement, understanding, law, equity or otherwise (collectively, the "Liens and Claims") that  
5 may be asserted against Nixon Peabody LLP, The McNutt Law Group LLP, Shaw Cablesystems  
6 G.P. (other than the license rights expressly set forth in the Shaw Amendment), any beneficiaries  
7 of the GUCLT or their attorneys, agents or assigns, and any other party served with the Motion,  
8 with all such Liens and Claims to attach only to the proceeds of the transfer with the same  
9 priority, validity, force and effect as they now have in or against the Intellectual Property.

10 8. If any person or entity that has filed financing statements or other  
11 documents or agreements evidencing Liens and Claims shall not have delivered to the Trusts  
12 prior to the closing, in proper form for filing and executed by the appropriate parties, termination  
13 statements, instruments of satisfaction, and releases of Liens and Claims that the person or entity  
14 has with respect to the rights to be transferred pursuant to the Settlement or otherwise, then (a) the  
15 Trusts are hereby authorized to execute and file such statements, instruments, releases and other  
16 documents on behalf of the person or entity with respect to the rights to be transferred pursuant to  
17 the Settlement, and (b) the BHLT is hereby authorized to file, register, or otherwise record a  
18 certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute  
19 conclusive evidence of the release of Liens and Claims.

20 9. The transfer of the rights to be transferred pursuant to the Settlement by the  
21 AHLT and the GUCLT to the BHLT (a) are legal, valid and effective transfers of such rights and  
22 (b) vest in the BHLT all right, title and interest of the AHLT and the GUCLT in and to such rights  
23 (subject the license rights expressly set forth in the Shaw Amendment).

24 10. With respect to any Liens, Claims and Interests asserted by Shaw relating  
25 to the GUCLT Transferred Assets pursuant to the 2003 Shaw Agreement, the sole form of  
26 adequate protection granted to Shaw shall be pursuant to the Shaw Amendment. Shaw shall have  
27 no other rights or claims against the BHLT, the AHLT or the GUCLT.  
28



1           11.     Nothing contained in the Plan confirmed in these cases or the Confirmation  
2 Order or any other order entered in these cases shall conflict with or derogate from the provisions  
3 of the Settlement, the transfer of the Intellectual Property, or the terms of this Order.

4           12.     Article 7.H.13 of the Plan is hereby deemed amended as set forth in Exhibit  
5 A to the Settlement Agreement.

6           13.     Article 7.1 of the BHLT Trust Agreement is hereby deemed amended as set  
7 forth in Exhibit B to the Settlement Agreement.

8           14.     The Settlement and any related agreements, documents, or other  
9 instruments may be modified, amended, or supplemented by the parties thereto in accordance  
10 with the terms thereof as the Trusts and Shaw may agree, without further order of the Court,  
11 provided that any such modification, amendment, or supplement is not material. The transfer of  
12 the rights to be transferred pursuant to the Settlement is not subject to taxation under any federal,  
13 state, local, municipal, or other law imposing or purporting to impose a stamp, transfer, recording,  
14 sale, or any other similar tax on any of the AHLT's transfers or sales of real estate, personal  
15 property, or other assets owned by it in accordance with sections 1146(c) and 105(a) of the  
16 Bankruptcy Code.

17           15.     The transactions contemplated by the Settlement and the Shaw Amendment  
18 have been bargained for and undertaken by the Trusts and Shaw at arms'-length, without  
19 collusion, and in good faith within the meaning of section 363(m) of the Bankruptcy Code; the  
20 Trusts and Shaw have not engaged in any conduct that would cause or permit the Settlement to be  
21 avoided.

22           16.     This Order is and shall be binding upon and govern the acts of all entities  
23 including without limitation, all filing agents, filing officers, title agents, title companies,  
24 recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or  
25 other intellectual property, administrative agencies, governmental departments, secretaries of  
26 state, federal, state, and local officials, and all other persons and entities who may be required by  
27 operation of law, the duties of their office, or contract, to accept, file, register or otherwise record  
28

1 or release any documents or instruments, or who may be required to report or insure any title or  
2 state of title in or to any of the Trusts' rights to be transferred pursuant to the Settlement.

3 17. Each and every federal, state, and local governmental agency or  
4 department is hereby directed to accept any and all documents and instruments necessary and  
5 appropriate to consummate the transactions contemplated by the Settlement.

6 18. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the  
7 provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this  
8 Court or any other court, such reversal, modification, or vacatur shall not affect the validity and  
9 enforceability of any obligation or right granted pursuant to the terms of this Order, and  
10 notwithstanding any reversal, modification, or vacatur of this Order, any actions taken by the  
11 Trusts or Shaw pursuant to the terms of this Order prior to the effective date of any such reversal,  
12 modification, or vacatur shall be governed in all respects by the original provisions of this Order  
13 and the Settlement, as the case may be.

14 19. This Court retains jurisdiction to (i) enforce and implement the terms and  
15 provisions of the Settlement, all amendments thereto, any waivers and consents thereunder, and  
16 of each of the agreements executed in connection therewith, (ii) resolve any disputes,  
17 controversies, or claims arising out of or relating to the Settlement, and (iii) interpret, implement,  
18 and enforce the provisions of this Order.

19 20. The terms and provisions of the Settlement, together with the terms and  
20 provisions of this Order, shall be binding in all respects upon the Trusts and their creditors, and  
21 any affected third parties and all persons asserting a Claim against or interest in the Trusts' estates  
22 or any of the rights to be transferred to the BHLT pursuant to the Settlement. The Settlement and  
23 the transactions contemplated thereby shall be specifically performable and enforceable against  
24 and binding upon, and not subject to rejection or avoidance by, the Trusts or any chapter 7 or  
25 chapter 11 trustee and their respective estates.

26 21. Because time is of the essence, the stay required under Bankruptcy Rules  
27 6004(h) and 6006(d) is hereby waived. As provided by Bankruptcy Rule 7062, this Order shall  
28 be effective and enforceable immediately upon entry.

\*END OF ORDER\*

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ORDER GRANTING MOTION FOR ORDER  
APPROVING SETTLEMENT

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